LOCAL NEWS PAGE THREE—TELEGRAPH FROM PAGE ONE.

COURT DECISIONS.

Notes of Cases Recently Decided, Which are of Interest to Our People.

DIGESTED BY W. B. MARTIN. (Exclusively for Virginian-Pilot.)

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(CITY OF COVINGTON V. KENTUCKY.

Eupreme Court of the United States, February 20, 1899.

NEITHER THIE CHARTER OF A MU-NICIPAL CORPORATION, NOR ANY LEGISLATIVE ACT REGUL LATING THE USE OF PROPERTY HELD BY IT FOR GOVERNMENT-AL OR PUBLIC PURPOSES, IS A CONTRACT WITHIN THE MEANING OF THE FEDERAL CONSTITUTION.

This was an action which involved the validity of the taxation by the State of Kentucky authorized the city of Covingion. The legislature of Kentucky authorized the city of Covingion to build water works and one section of the law provided that said water works should be and remain forever exempt from State, city and county tax. By a general law of the State campited from taxation all public property used for public purposes. Subsequently a portion of the land connected with the said water-works was assessed for State taxes under certain acts passed for that purpose and were sold for the taxes, the State becoming the purchaser. It then brought this suit to recover possession of the property of the purpose, of supplying that corporation of the State exempted from taxation all public property used for public purposes. Subsequently a portion of the suit to recover possession of the porty of the constitution in implying that lands and buildings are not public property used for public purposes when owned and used by a municipal corporation for the purpose, and only for the purpose, of supplying that corporation of the State constitution implying that hen transported to the day. All the city and the city

its people with water, and when the net revenue from such property must be applied in the improvement of public ways, we must assume, in conformity with the judgment of the highest court of Kentucky, that section 170 of the constitution of that Commonwealth cannot be construed as exempting the lands in question from taxation. The fundamental question in the case then is whether at the time of the adoption of that constitution the city of Covington had, in respect of the lands in question, any contract with the State, the obligation of which could not be impaired by any subsequent statute or by the present constitution of Kentucky adopted in 1891. If the exemption found in the act of 1836 was such a contract, then it could not be affected by that constitution any more than by a legislative enactment.

We are of opinion that the exemption from taxation embodied in the act did not the the hands of the Commonwealth of Kentucky, so that it could not, by legislation, withdraw such exemption and subject the property in question to taxation. The act of 1856 was passed subject to the provision in a general statute of Kentucky above referred to, that all statutes "shall be subject to amendment or repeal at the will of the legislature, unless a contrary intent be therein plainly expressed."

If that act in any sense constituted a contract between the city and the Commonwealth, the reservation in an existing general statute of the right to amend or repeal it was itself a part of that contract. The city accepted the act of 1836 and acquired under it the property taxed subject to that reservation. There was in that act no "plainly expressed" intent never to amend or to repeal it. Before a statute—particularly one relating to taxation—should be held to be irrepealable, or not subject to amendment, an intent not to repeal or amend must be so directly and unmistakably expressed. It is not so expressed when the existence of the intent arises only from inference or conjecture.

A municipal corporation is a public

but the great weight of authority, including our own court, is opposed to the validity of such a stipulation. The rule in respect to such, is well settled to be, that "on principle it would seem that the stipulation is invalid, in that it opposed the recognized principle that all individuals or corporations engaged in a public business cannot be allowed to contract against liability for the consequences of its own negligence, or willful wrong-doing. And since it appears that the stipulation is not, as a matter of fact, provided with a view of securing correctness in the transmission of messages, but rather to protect

Washington, D. C., July 5.—"There is not a case of yellow fever in the United States."

This statement was made to a Post reported this afternoon by Surpeon General Wyman, of the Marine Hospital Service. "We are now well into the first week of July and no case has yet been reported, although," added the doctor, "it quite frequently happens that reports are not made as soon as the disease appears."

"But your officers are on the watch?"

"Yes, and we are all the more apt to speedily know of the existence of fever because the people of the South are not so averse to announcing a suspicious case as they used to be. They recognize that it should be acknowledged quickly and measures taken to prevent a spread of the fever, as was done at McHenry. That was an object lesson to the South, which learned that by isolating all cases promptly the danger in this regard of an epidemic is removed. There has been a marked change in this regard, as was illustrated this year by the prompt reporting of two suspicious cases in a Louisiana town. They were at once investigated, the proper precautions were taken, and nothing more has been heard of the trouble."

"Have any ill effects resulted from the unusual amount of communication with Havana last winter and spring?"

"No," was the reply, "none whatever, It was very wise to remove the volunteer troous from Cuba last March and April. The President and Secretary of War both insisted that the removal should begin early in order to avoid all danger, and when the troons landed in the United States every bit of baggage and camp equipage was disinfected and the men were subjected to a detention of five days. There were only three attempts to evade the quarantine regulations, and each of these failed, even though the appeals reached the President in the great from the coming home of these troops?"

OF INTEREST

Why Didn't Confederacy Have Supreme Court?

CEN. BRADLEY T. JOHNSON

as follows to the Richmond Dispatch: am asked why the Confederate

General Bradley T. Johnson writes as follows to the Richmond Dispatch:

I am asked why the Confederate States never had a Supreme Court.

The Constitution of the Confederate States is a copy of that of the United States, "totidem verbis," except where the theory of the sovereignty of the States required changes in the Constitution, to make that plain. Thus the preamble of the Constitution, that fruitful source of centralizing theories, reads: "We, the people of the United States, in order to form a more perfect Union," was changed to read: "We, the people of the Confederate States, each State acting in its sovereign and independent character, in order to form a permanent Federal Government."

Article I., section 1, Constitution of the United States: "All legislative powers herein granted shall be vested in a congress," etc.

The two constitutions, in parallel columns, are printed as an appendix to my "Memories of Joseph E. Johnson," R. H. Woodward & Co., Ballimore, 1891, and the alterations of the constitution of the United States are shown in that of the Confederate States in Italics, and I assert here that every amendment was an improvement on the original instrument. The Confederate statesmen, who then included the leading minds in America, did not propose any change in the government, and they only amended the old constitution so as to make it conform to the construction which they put upon it, and which was consistent with the origin and history and intention of the original constitution. They hoped that if war could be avoided all the other States, except New England ones, would come in, and form an amended Union under the amended constitution. The loss of New England they were prepared to bear in a resigned and Christian spirit, while they congratulated New Brunswick and Nova Scotia on their new associates, who they would find so agreeable to live with. I am bound to say this Confederate hope was superficial and baseless. They never did understand that the war was not for abolition of slavery, but was a

not been recorded as far as I know. Neither President Davis, in his "Rise and Fall of the Confederate Government." nor Mr. Stephens, in his "War Between the States," anywhere mention the subject, and the only light which can now be shed on the question are the contemporaneous reports of the debates in Congress, in the Enquirer, the Examiner and the Dispatch of that period.

debates in Congress, in the Enquirer, the Examiner and the Dispatch of that period.

The files of these papers are not accessible to me, but I get a glimmer of of the reason from a statement to me by Judge Keith, of the Supreme Court. He told me that when he was on picket duty he read by the light of a camp-fire a long and venomous attack of Senator Wigfall on John Marshall and the centralizing tendencies of the Supreme Court of the United States.

Now, when you touch one Fauquier man, whether on picket or on the Supreme bench, grows red-hot, and I have no doubt that when the young cavalryman read this attack on his countryman and kinsman, his eres got red and he blowed and puffed, and just wished he had him at sabre's length. That's the way they used to do in Fauquier. As everybody knows, they've all joined the Young Men's Christian Association since then. (This is a joke, for I don't want some fellow from about Warrenton writing to know if I meant anything disrespectful to Fauquier, sah! I don't and I love

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